# VENDOR AUDIT PROCEDURES



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## Background

#### The Auditing Process at RJR...

In the past, RJR checked/audited vending lists using part-time employees/ temporaries and sales representatives. The process also required the involvement of managers and secretaries and was very costly and time consuming. Effective the third quarter of 1993, the auditing of vendor lists will be accomplished by mailing questionnaire/survey forms to vending locations claimed by the vendor. The results of the questionnaire/survey will be calculated by an outside company.

Under this new procedure RJR will require a 10% audit vs. the 5% physical audit previously required. This new procedure will establish nationwide uniformity in the payments made to vendor operators. As previously mentioned, the process will begin the third quarter of 1993. Your vendors will have already received notification from the Company announcing these changes (refer to exhibit A in the appendix). Also, prior to implementation, you will have discussed the test results with each vendor. The vendors will be responsible for updating the following information through their computer service:

- RJR brand placements
- Name of the location
- Street address
- City, state and zip code

The audit calculations will become part of the Pay Register System beginning the third quarter of 1993. The following pages are designed to explain how audits are calculated. If you have any questions, contact your management.

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Section 5: Pay Register System	

## **Vending Contracts**

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## R. J. REYNOLDS TOBACCO COMPANY DISPLAY PLAN FOR VENDING MACHINE OPERATORS PLAN R

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#### R. J. REYNOLDS TOBACCO COMPANY DISPLAY PLAN FOR VENDING MACHINE OPERATORS PLAN 8

#### TO OUR VENDING CUSTOMERS:

Pt. J. Reynolds: Tobacco Company is pleased to announce the influency display contract psymbote and pleasement out proceeds for Visibility effective July 1, 1901, These psymbote can be sented by the Visibility attended an established of R. J. Reynolds otherwise the latter of R. J. Reynolds otherwise the latter of R. J. Reynolds otherwise successions of the sente of this proceeding and algorithms for Reynolds you must place acceptance of the sente of this last by computing and algorithms.

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8 Different Blyfe FLM Branch	84);
8 Different Blyfe FLM Branch	828
16 Different Blyfe FLM Branch	884

#### Vendore who take part it tris plan sorre:

- 3) That the placement(s) in the mechanism on lecation qualifying for payment, with be membered and here grapes observation through the end of each carendar quarter for which payment is accipte.
- 2. As requested by PLPI, to furnish a completed les which accountely reports the location of sheat include contest currenter name and connect enabling astrocast and PLPI brand legis octional in such renders manifer to which a display payment in chimsel and to percedically update the lest to safest locations accord or chapped or changes in brand placements.
- 2). To support only to surfaces that are operated and contribled by you and which have stacking that you are a final and a final and a final are operated and contribled by your and which have stacking that you are a final are operated and contribled by your and which have stacking that you are a final are operated and contribled by your and which have stacking that you are a final are operated and contribled by your area of the final are operated and contribled by your area of the final area operated and contribled by your area of the final area operated and contribled by your area of the final area operated and contribled by your area of the final area operated and contribled by your area of the final area operated and contribled by your area of the final area operated and contribled by your area of the final area operated and contribled by your area of the final area operated and contribute and contribute area.
- 4. Run will aroun Vending Physician belon is year. They will be made an about an practicable top-producedly 45 clarely after the and of the first articlard customers. Payment made after the and of the first quarter will be for the first and appeared quarters. Payment made after the end of the strid quarter will be for the first and appeared quarters. Payment made after the end of the strid quarter will be for the first and strate quarters. Payments for the way quarters within any avail in advertise will be based upon the foliast audited information auditable to RAP. If open to under payment is studied in any proposed quarter, program appropriat without made at the end of the stringering quarter.
- 5) Outcommission of Vending Payments due and payable will be based upon audits performed by RJR prosumed to its vending most procedure. The current sould project by numberies of below.
- \$1. The payments skip to Yundor under to stigotry plan are not sestimable to third parties.

#### VENOING AUDIT PROCEDURE

- A surrepropertionages with the original to BK hostions on pisconairst fell provided by the Vendor. A location to which
  the surrepropertionages acreat the delivered by the U.S. Post Orice will be ineligible for any payment. All
  remaining locations on Vendor's placement let are aligned for payment ("On locat Locations").
- Information on comparised surveys/questionnoises traumed self-lise contacted is information reported for index locations by the transport. From this exceptation has accuracy of Verdon-eponed information will be determined and stated as a percentage Checuracy Percentage. An Accuracy Percentage at 50% would mean that for motions with represent a completed surveying restrongers, 60% qualified for payment as distract by Verdon but 10% oils job.

#### Plan B

Arizona, Alaska, Colorado, Florida, Idaho, Illinois (except Chicago Region), Indiana (except Chicago Region), lowa, Kansas, Kentucky, Louisiana, Maryland (except Washington D.C. Region), Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Ohio, Oklahoma, South Dakota, Texas, Utah, Virginia (except Washington, D.C. Region), West Virginia, Wyoming.

#### Plan B-1

Alabama, Arkansas, Georgia, Mississippi, North Carolina (except Forsyth County), Oregon, South Carolina, Tennessee, Washington.

#### Plan B-2

California, Chicago Region (including parts of Indiana), Connecticut, Delaware, Maine, Massachusetts, Michigan, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Washington, D.C. Region (including parts of Maryland and Virginia), Wisconsin.

#### Plan B-3

Hawaii

#### Plan B-4

Forsyth County, North Carolina

Note: Contracts must be signed and forwarded to Tru-Check Computer Systems, Inc. before third quarter payment can be processed.

# R. J. REYNOLDS TOBACCO COMPANY DISPLAY PLAN FOR VENDING MACHINE OPERATORS PLAN B

#### TO OUR VENDING CUSTOMERS:

R. J. Reynolds Tobacco Company is pleased to announce the following display contract payments and placement audit procedures for Vending effective July 1, 1993. These payments can be earned by the Vendor's promotion and distribution of R. J. Reynolds cigarettes under the terms of this Agreement. In order to be eligible for RJR Vending Payments you must indicate acceptance of the terms of this offer by completing and signing this Agreement.

The Vendor will be eligible to earn Vending Payments for merchandising each different style RJR brands in vending machines on location. The vending machine(s) must contain the distribution of at least eight (8) different style RJR brands to qualify for payment. A location is any single machine or multiple machines which are placed side-by-side in an outlet for the purpose of selling cigarettes. The payments will be as follows:

	the control of the second of the control of the con
NUMBER OF RJR BRANDS	TOTAL ANNUAL RJR VENDING PAYMENTS
8 Different Style RJR Brands	2 1/2 / Commission \$20 Leading States and
Different Style RJR Brands     Different Style RJR Brands	\$35 \$45

51861 628

#### Vendors who take part in this plan agree:

- 1) That the placement(s) in the machines on location qualifying for payment, will be merchandised and have proper identification through the end of each calendar quarter for which payment is sought.
- 2) As requested by RJR, to turnish a completed list which accurately reports the location of (must include correct customer name and correct mailing address) and RJR brand style columns in each vending machine for which a display payment is claimed and to periodically update the list to reflect locations added or dropped or changes in brand placements.
- 3) To report only locations that are operated and controlled by you and which have machines that you own or lease.
- A) RJR will issue Vending Payments twice a year. They will be made as soon as practicable (approximately 45 days) after the end of the first and third calendar quarters. Payment made after the end of the first quarter will be for the first and second quarters. Payment made after the end of the third quarter will be for the third and fourth quarters. Payments for the two quarters which are paid in advance will be based upon the latest auditied information available to RJR. If over or under payment is made on any prepaid quarter, proper adjustment will be made at the end of the following quarter.
- 5) Determination of Vending Payments due and payable will be based upon audits performed by RJR pursuant to its vending audit procedure. The current audit procedure is summarized below.
- 6) The payments due to Vendor under its display plan are not assignable to third parties.

#### **VENDING AUDIT PROCEDURE**

- A survey/questionnaire will be mailed to all locations on placement list provided by the Vendor. A location to which
  the survey/questionnaire cannot be delivered by the U.S. Post Office will be ineligible for any payment. All
  remaining locations on Vendor's placement list are eligible for payment ("Claimed Locations").
- Information on completed surveys/questionnaires returned will be compared to information reported for these
  locations by the Vendor. From this comparison the accuracy of Vendor-reported Information will be determined
  and stated as a percentage ("Accuracy Percentage"). An Accuracy Percentage of 90% would mean that for
  locations which returned a completed survey/questionnaire, 90% qualified for payment as claimed by Vendor but
  10% did not.

#### R. J. REYNOLDS TOBACCO COMPANY

## DISPLAY PLAN FOR VENDING MACHINE OPERATORS PLAN B

• The amount earned by Vendor will be determined from a graduated scale and will vary according to its Accuracy Percentage and the total of payment requested for all Claimed Locations. For instance, if a Vendor's Accuracy Percentage is 90% or above, Vendor will receive 100% of payment requested for all Claimed Locations. The scale will be as follows:

ACCUR <b>ACY PE</b> RCEN <b>TAGE</b>	PAYMENT PERCENTAGE
90 - 100%	100%
80 - 89	90
70 - 79	80
60 - 69	70
50 - 59	60
49 and Below	Same as Accuracy Percentage

 No payment can be made to Vendor without an acceptable audit. An audit is unacceptable if completed surveys/questionnaires returned account for less than 10% of Vendor's locations. In such instances, Vendor will have the option of requesting a re-audit of all locations at Vendor's expense.

This display plan will remain in effect until terminated by notice by either party or until superseded by a new display contract. In the event of failure of performance by Vendor, no monles will be paid under this display plan.

R. J. Reynolds Tobacco Company and Vendor indicate their acceptance of the terms of this Agreement by their respective signatures herein below:

Effective Date:	<del></del>	•	
R. J. REYNOLDS TOBACCO COMPANY	(PLEASE PRINT)		
Ву:	Vendor:	· · · · · · · · · · · · · · · · · · ·	
Title:	Street Address:		
Division:	· 		<u> </u>
Division No.:	City:		
RJR SIS No.:	State:	Zip:	
TRU/DVM No.:	By:	<u> </u>	
RJR Name Stamp	Title:		
·			
Division No.:  RJR SIS No.:  TRU/DVM No.:	City: State: By:	Zip:	

Our Vending Plans are made available on proportionately equal terms to all competing Vendors. Contact your local Reynolds Sales Representative for information on these plans.

COPIES: (1) Division Office (2) Vendor Copy (3) Tru-Check Computer Systems, Inc.

 Tru-Check Computer Systems, Inc. 85 Executive Bivd. Eimsford, New York 10523

#### R. J. REYNOLDS TOBACCO COMPANY

## DISPLAY PLAN FOR VENDING MACHINE OPERATORS PLAN B-1

#### TO OUR VENDING CUSTOMERS:

R. J. Reynolds Tobacco Company is pleased to announce the following display contract payments and placement audit procedures for Vending effective July 1, 1993. These payments can be earned by the Vendor's promotion and distribution of R. J. Reynolds cigarettes under the terms of this Agreement. In order to be eligible for RJR Vending Payments you must indicate acceptance of the terms of this offer by completing and signing this Agreement.

The Vendor will be eligible to earn Vending Payments for merchandising each different style RJR brands in vending machines on location. The vending machine(s) must contain the distribution of at least eight (8) different style RJR brands to qualify for payment. A location is any single machine or multiple machines which are placed side-by-side in an outlet for the purpose of selling cigarettes. The payments will be as follows:

NUMBER OF RUR BRAN	IDS .	iv filf launna latoi	ENDING PAYMENTS	
8 Different Style RJR Br 9 Different Style RJR Br 10 Different Style RJR Br 11 Different Style RJR Br 12 Different Style RJR Br	ands ands	\$20 \$35 \$45 \$50 \$55		31861 628

Vendors who take part in this plan agree:

- 1) That the placement(s) in the machines on location qualifying for payment, will be merchandised and have proper identification through the end of each calendar quarter for which payment is sought.
- 2) As requested by RJR, to furnish a completed list which accurately reports the location of (must include correct customer name and correct mailing address) and RJR brand style columns in each vending machine for which a display payment is claimed and to periodically update the list to reflect locations added or dropped or changes in brand placements.
- 3) To report only locations that are operated and controlled by you and which have machines that you own or lease.
- 4) RJR will Issue Vending Payments twice a year. They will be made as soon as practicable (approximately 45 days) after the end of the first and third calendar quarters. Payment made after the end of the first quarter will be for the first and second quarters. Payment made after the end of the third quarter will be for the third and fourth quarters. Payments for the two quarters which are paid in advance will be based upon the latest auditied information available to RJR. If over or under payment is made on any prepaid quarter, proper adjustment will be made at the end of the following quarter.
- 5) Determination of Vending Payments due and payable will be based upon audits performed by RJR pursuant to its vending audit procedure. The current audit procedure is summarized below.
- 6) The payments due to Vendor under its display plan are not assignable to third parties.

#### **VENDING AUDIT PROCEDURE**

- A survey/questionnaire will be mailed to all locations on placement list provided by the Vendor. A location to which
  the survey/questionnaire cannot be delivered by the U.S. Post Office will be ineligible for any payment. All
  remaining locations on Vendor's placement list are eligible for payment ("Claimed Locations").
- Information on completed surveys/questionnaires returned will be compared to information reported for these
  locations by the Vendor. From this comparison the accuracy of Vendor-reported information will be determined
  and stated as a percentage ("Accuracy Percentage"). An Accuracy Percentage of 90% would mean that for
  locations which returned a completed survey/questionnaire, 90% qualified for payment as claimed by Vendor but
  10% did not.

MASTER FORM RJRT Form 7136 - Rev. 4/93 Item No. 71365

#### R. J. REYNOLDS TOBACCO COMPANY

## DISPLAY PLAN FOR VENDING MACHINE OPERATORS PLAN B-1

 The amount earned by Vendor will be determined from a graduated scale and will vary according to its Accuracy Percentage and the total of payment requested for all Claimed Locations. For instance, if a Vendor's Accuracy Percentage is 90% or above, Vendor will receive 100% of payment requested for all Claimed Locations. The scale will be as follows:

ACCURACY PERCENTAGE	PAYMENT PERCENTAGE
90 - 100%	100%
80 - 89	90
70 - 79	80
60 - 69	70
50 - 59	60
49 and Below	Same as Accuracy Percentage

 No payment can be made to Vendor without an acceptable audit. An audit is unacceptable if completed surveys/questionnaires returned account for less than 10% of Vendor's locations. In such instances, Vendor will have the option of requesting a re-audit of all locations at Vendor's expense.

This display plan will remain in effect until terminated by notice by either party or until superseded by a new display contract. In the event of failure of performance by Vendor, no monies will be paid under this display plan.

R. J. Reynolds Tobacco Company and Vendor indicate their acceptance of the terms of this Agreement by their respective signatures herein below:

Effective Date:	•
R. J. REYNOLDS TOBACCO COMPANY	(PLEASE PRINT)
Ву:	Vendor:
Title:	Street Address:
Division:	
Division No.:	City:
RJR SIS No.:	
TRU/DVM No.:	By:
RJR Name Stamp	Title:

Our Vending Plans are made available on proportionately equal terms to all competing Vendors. Contact your local Reynolds Sales Representative for information on these plans.

COPIES: (1) Division Office (2) Vendor Copy (3) Tru-Check Computer Systems, Inc.

 Tru-Check Computer Systems, Inc. 85 Executive Bivd. Elmsford, New York 10523

#### R. J. REYNOLDS TOBACCO COMPANY

## DISPLAY PLAN FOR VENDING MACHINE OPERATORS PLAN B-2

#### TO OUR VENDING CUSTOMERS:

R. J. Reynolds Tobacco Company is pleased to announce the following display contract payments and placement audit procedures for Vending effective July 1, 1993. These payments can be earned by the Vendor's promotion and distribution of R. J. Reynolds cigarettes under the terms of this Agreement. In order to be eligible for RJR Vending Payments you must indicate acceptance of the terms of this offer by completing and signing this Agreement.

The Vendor will be eligible to earn Vending Payments for merchandising each different style RJR brands in vending machines on location. The vending machine(s) must contain the distribution of at least six (6) different style RJR brands to qualify for payment. A location is any single machine or multiple machines which are placed side-by-side in an outlet for the purpose of selling cigarettes. The payments will be as follows:

			a -	
NUMBER OF RUR BI	RAN <b>DS</b>	TOTAL ANNUAL I	AJA VENDING	PAYMENTS
		i i i i i i i i i i i i i i i i i i i	ថា <u>គ្រប់</u> ការប្រាប់	in a straight
7 Different Style RJF 8 Different Style RJF			\$25 \$30	

51861 6288

#### Vendors who take part in this plan agree:

- 1) That the placement(s) in the machines on location qualifying for payment, will be merchandised and have proper identification through the end of each calendar quarter for which payment is sought.
- 2) As requested by RJR, to furnish a completed list which accurately reports the location of (must include correct customer name and correct mailing address) and RJR brand style columns in each vending machine for which a display payment is claimed and to periodically update the list to reflect locations added or dropped or changes in brand placements.
- 3) To report only locations that are operated and controlled by you and which have machines that you own or lease.
- A) RJR will issue Vending Payments twice a year. They will be made as soon as practicable (approximately 45 days) after the end of the first and third calendar quarters. Payment made after the end of the first quarter will be for the first and second quarters. Payment made after the end of the third quarter will be for the third and fourth quarters. Payments for the two quarters which are paid in advance will be based upon the latest auditied information available to RJR. If over or under payment is made on any prepaid quarter, proper adjustment will be made at the end of the following quarter.
- 5) Determination of Vending Payments due and payable will be based upon audits performed by RJR pursuant to its vending audit procedure. The current audit procedure is summarized below.
- 6) The payments due to Vendor under its display plan are not assignable to third parties.

#### **VENDING AUDIT PROCEDURE**

- A survey/questionnaire will be mailed to all locations on placement list provided by the Vendor. A location to which
  the survey/questionnaire cannot be delivered by the U.S. Post Office will be Ineligible for any payment. All
  remaining locations on Vendor's placement list are eligible for payment ("Claimed Locations").
- Information on completed surveys/questionnaires returned will be compared to information reported for these
  locations by the Vendor. From this comparison the accuracy of Vendor-reported Information will be determined
  and stated as a percentage ("Accuracy Percentage"). An Accuracy Percentage of 90% would mean that for
  locations which returned a completed survey/questionnaire, 90% qualified for payment as claimed by Vendor but
  10% did not.

1JRT Form 7137 - Rev. 4/93 em No. 71373

#### R. J. REYNOLDS TOBACCO COMPANY

#### DISPLAY PLAN FOR VENDING MACHINE OPERATORS PLAN B-2

The amount earned by Vendor will be determined from a graduated scale and will vary according to its Accuracy Percentage and the total of payment requested for all Claimed Locations. For instance, if a Vendor's Accuracy Percentage is 90% or above, Vendor will receive 100% of payment requested for all Claimed Locations. The scale will be as follows:

ACCURACY PERCENTAGE	PAYMENT PERCENTAGE
90 - 100%	100%
80 - 89	90
70 - 79	80
60 - 69	70
50 - 59	60
49 and Below	Same as Accuracy Percentage

No payment can be made to Vendor without an acceptable audit. An audit is unacceptable if completed surveys/questionnaires returned account for less than 10% of Vendor's locations. In such instances, Vendor will have the option of requesting a re-audit of all locations at Vendor's expense.

This display plan will remain in effect until terminated by notice by either party or until superseded by a new display contract. In the event of failure of performance by Vendor, no monies will be paid under this display plan.

R. J. Reynolds Tobacco Company and Vendor indicate their acceptance of the terms of this Agreement by their respective signatures herein below:

Effective Date:	<del> </del>
R. J. REYNOLDS TOBACCO COMPANY	(PLEASE PRINT)
Ву:	Vendor:
Title:	Street Address:
Division:	
Division No.:	City:
RJR SIS No.:	State: Zip:
TRU/DVM No.:	Ву:
RJR Name Stamp	Title:

Our Vending Plans are made available on proportionately equal terms to all competing Vendors. Contact your local Reynolds Sales Representative for information on these plans.

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85 Executive Blvd. Elmsford, New York 10523

#### R. J. REYNOLDS TOBACCO COMPANY

#### DISPLAY PLAN FOR VENDING MACHINE OPERATORS PLAN B-3

#### TO OUR VENDING CUSTOMERS:

R. J. Reynolds Tobacco Company is pleased to announce the following display contract payments and placement audit procedures for Vending effective July 1, 1993. These payments can be earned by the Vendor's promotion and distribution of R. J. Reynolds cigarettes under the terms of this Agreement. In order to be eligible for RJR Vending Payments you must indicate acceptance of the terms of this offer by completing and signing this Agreement.

The Vendor will be eligible to earn Vending Payments for merchandising each different style RJR brands in vending machines on location. The vending machine(s) must contain the distribution of at least six (6) different style RJR brands to qualify for payment. A location is any single machine or multiple machines which are placed side-by-side in an outlet for the purpose of selling cigarettes. The payments will be as follows:

, t	UMBER OF RJR BRANDS	TOTAL ANNUAL FUR VENDING PAYMENTS
, 6 7 8 9	Different Style RJR Brands Different Style RJR Brands Different Style RJR Brands Different Style RJR Brands	\$11 \$20 \$30 \$40

51861

Vendors who take part in this plan agree:

- That the placement(s) in the machines on location qualifying for payment, will be merchandised and have proper 1) identification through the end of each calendar quarter for which payment is sought.
- As requested by RJR, to furnish a completed list which accurately reports the location of (must include correct 2) customer name and correct mailing address) and RJR brand style columns in each vending machine for which a display payment is claimed and to periodically update the list to reflect locations added or dropped or changes in brand placements.
- To report only locations that are operated and controlled by you and which have machines that you own or lease. 3)
- RJR will issue Vending Payments twice a year. They will be made as soon as practicable (approximately 45 days) 4) after the end of the first and third calendar quarters. Payment made after the end of the first quarter will be for the first and second quarters. Payment made after the end of the third quarter will be for the third and fourth quarters. Payments for the two quarters which are paid in advance will be based upon the latest auditied information available to RJR. If over or under payment is made on any prepaid quarter, proper adjustment will be made at the end of the following quarter.
- Determination of Vending Payments due and payable will be based upon audits performed by RJR pursuant to its vending audit procedure. The current audit procedure is summarized below.
- The payments due to Vendor under its display plan are not assignable to third parties. 6)

#### VENDING AUDIT PROCEDURE

- A survey/questionnaire will be mailed to all locations on placement list provided by the Vendor. A location to which the survey/questionnaire cannot be delivered by the U.S. Post Office will be ineligible for any payment. All remaining locations on Vendor's placement list are eligible for payment ("Claimed Locations").
- Information on completed surveys/questionnaires returned will be compared to information reported for these locations by the Vendor. From this comparison the accuracy of Vendor-reported information will be determined and stated as a percentage ("Accuracy Percentage"). An Accuracy Percentage of 90% would mean that for locations which returned a completed survey/questionnaire, 90% qualified for payment as claimed by Vendor but 10% did not.

ASTER FORM JRT Form 7138 - Rev. 4/93 em No. 71381

# R. J. REYNOLDS TOBACCO COMPANY DISPLAY PLAN FOR VENDING MACHINE OPERATORS PLAN B-3

 The amount earned by Vendor will be determined from a graduated scale and will vary according to its Accuracy Percentage and the total of payment requested for all Claimed Locations. For instance, if a Vendor's Accuracy Percentage is 90% or above, Vendor will receive 100% of payment requested for all Claimed Locations. The scale will be as follows:

ACCURACY PERCENTAGE	PAYMENT PERCENTAGE				
90 - 100%	100%				
80 - 89	90				
70 - 79	80				
60 - 69	70				
50 - 59	2 - 4 - 60 (in the last) - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -				
49 and Below	Same as Accuracy Percentage				

 No payment can be made to Vendor without an acceptable audit. An audit is unacceptable if completed surveys/questionnaires returned account for less than 10% of Vendor's locations. In such instances, Vendor will have the option of requesting a re-audit of all locations at Vendor's expense.

This display plan will remain in effect until terminated by notice by either party or until superseded by a new display contract. In the event of failure of performance by Vendor, no monies will be paid under this display plan.

R. J. Reynolds Tobacco Company and Vendor indicate their acceptance of the terms of this Agreement by their respective signatures herein below:

Effective Date:			
R. J. REYNOLDS TOBACCO COMPANY	(PLEASE PRINT)		
Зу:	Vendor:		<del></del>
Fitle:	Street Address:		
Division:	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·
Division No.:	City:		
AJR SIS No.:	State:	Zip:	· .
FRU/DVM No.:	By:		
RJR Name Stamp	Title:		

Our Vending Plans are made available on proportionately equal terms to all competing Vendors. Contact your local Reynolds Sales Representative for information on these plans.

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3) Tru-Check Computer Systems, Inc. 85 Executive Bivd. Elmsford, New York 10523

#### R. J. REYNOLDS TOBACCO COMPANY

## DISPLAY PLAN FOR VENDING MACHINE OPERATORS PLAN B-4

#### TO OUR VENDING CUSTOMERS:

R. J. Reynolds Tobacco Company is pleased to announce the following display contract payments and placement audit procedures for Vending effective July 1, 1993. These payments can be earned by the Vendor's promotion and distribution of R. J. Reynolds cigarettes under the terms of this Agreement. In order to be eligible for RJR Vending Payments you must indicate acceptance of the terms of this offer by completing and signing this Agreement.

The Vendor will be eligible to earn Vending Payments for merchandising each different style RJR brands in vending machines on location. The vending machine(s) must contain the distribution of at least eight (8) different style RJR brands to qualify for payment. A location is any single machine or multiple machines which are placed side-by-side in an outlet for the purpose of selling cigarettes. The payments will be as follows:

NUMBER OF RJR BRANDS	"TOTAL ANNUAL RJR VENDING PAYMENTS.
8 Different Style RJR Brands	\$20
9 Different Style RJR Brands	\$35
10 Different Style RJR Brands	\$45
11 Different Style RJR Brands	\$50
12 Different Style RJR Brands	<b>\$</b> 55

Additionally, the Vendor will be eligible to earn Vending Payments of \$3 per year for each additional style merchandised over 12 brands.

Vendors who take part in this plan agree:

- 1) That the placement(s) in the machines on location qualifying for payment, will be merchandised and have proper identification through the end of each calendar quarter for which payment is sought.
- 2) As requested by RJR, to furnish a completed list which accurately reports the location of (must include correct customer name and correct mailing address) and RJR brand style columns in each vending machine for which a display payment is claimed and to periodically update the list to reflect locations added or dropped or changes in brand placements.
- 3) To report only locations that are operated and controlled by you and which have machines that you own or lease.
- 4) RJR will issue Vending Payments twice a year. They will be made as soon as practicable (approximately 45 days) after the end of the first and third calendar quarters. Payment made after the end of the first quarter will be for the first and second quarters. Payment made after the end of the third quarter will be for the third and fourth quarters. Payments for the two quarters which are paid in advance will be based upon the latest auditied information available to RJR. If over or under payment is made on any prepaid quarter, proper adjustment will be made at the end of the following quarter.
- 5) Determination of Vending Payments due and payable will be based upon audits performed by RJR pursuant to its vending audit procedure. The current audit procedure is summarized below.
- 6) The payments due to Vendor under its display plan are not assignable to third parties.

#### **VENDING AUDIT PROCEDURE**

- A survey/questionnaire will be mailed to all locations on placement list provided by the Vendor. A location to which
  the survey/questionnaire cannot be delivered by the U.S. Post Office will be ineligible for any payment. All
  remaining locations on Vendor's placement list are eligible for payment ("Claimed Locations").
- Information on completed surveys/questionnaires returned will be compared to information reported for these
  locations by the Vendor. From this comparison the accuracy of Vendor-reported Information will be determined
  and stated as a percentage ("Accuracy Percentage"). An Accuracy Percentage of 90% would mean that for
  locations which returned a completed survey/questionnaire, 90% qualified for payment as claimed by Vendor but
  10% did not.

WASTER FORM . WRT Form 157764 - 4/93 tem No. 157764

#### R. J. REYNOLDS TOBACCO COMPANY

## DISPLAY PLAN FOR VENDING MACHINE OPERATORS PLAN B-4

 The amount earned by Vendor will be determined from a graduated scale and will vary according to its Accuracy Percentage and the total of payment requested for all Claimed Locations. For instance, if a Vendor's Accuracy Percentage is 90% or above, Vendor will receive 100% of payment requested for all Claimed Locations. The scale will be as follows:

ACCURACY PERCENTAGE	PAYMENT PERCENTAGE
90 - 100%	100%
80 - 89	90
70 - 79	80
60 - 69	70
50 - 59	60
49 and Below	Same as Accuracy Percentage

 No payment can be made to Vendor without an acceptable audit. An audit is unacceptable if completed surveys/questionnaires returned account for less than 10% of Vendor's locations. In such instances, Vendor will have the option of requesting a re-audit of all locations at Vendor's expense.

This display plan will remain in effect until terminated by notice by either party or until superseded by a new display contract. In the event of failure of performance by Vendor, no monies will be paid under this display plan.

R. J. Reynolds Tobacco Company and Vendor indicate their acceptance of the terms of this Agreement by their respective signatures herein below:

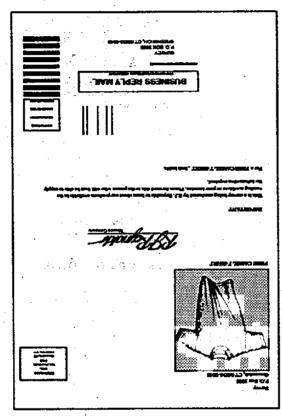
Effective Date:		
R. J. REYNOLDS TOBACCO COMPANY	(PLEASE PRINT)	
Эу:	Vendor:	
Fittle:	Street Address:	
Division:	· · · · · · · · · · · · · · · · · · ·	
Division No.:	City:	
RJR SIS No.:	State: Zip:	51861
FRU/DVM No.:	Ву:	<u> </u>
RJR Name Stamp	Title:	93
		•

Our Vending Plans are made available on proportionately equal terms to all competing Vendors. Contact your local Reynolds Sales Representative for information on these plans.

COPIES: (1) Division Office (2) Vendor Copy (3) Tru-Check Computer Systems, Inc.

(3) Tru-Check Computer Systems, Inc. 85 Executive Bivd. Elmsford, New York 10523

# The Questionnaire/ Survey



Page August and an inches	Cor Date and Art Piete CAME, Verlay is		Male to the total that the time of time of time of the time of tim	
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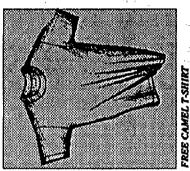
our products available in the vending This is a survey being conducted by R.I. Reynolds to learn about our products available in the v machines at your location. Please forward this to the person who will best be able to supply the information required.



MAIL ISINESS REPLY

SURVEY P.O. BOX 3800 GREENWICH, CT 08836-9840

Streen wich, CT 06836-9848



Inside

Thank you for taking the time to complete this survey request. Plate fill out the attached survey completely and drop it in the mail (no postage is necessary). By return mail, we will send you a FREE CAMEL T-SHIRT with no strings attached.

Thanks again for your help.

#### INSTRUCTIONS

- there is no cigarette machine at your address, piace a check mark in the box provided (you will still receive your FREE CAMEL T-SHIRT), and complete instructions #5
- If you purchased and own the cigarette machine at this address, place a check mark in the box provided (you will still receive your FREE CAMEL T-SHIRT), and complete instructions #5 and 6.
- 3. Place a check mark next to the name of each brand you find in the machine. If you find a Camel, Salem, Vantage, Doral, Now, Monarch or Best Value brand style that's not listed, please write it under the appropriate brand name.
- Please fill in the name and address of the company who services your cigarette vending machine. This is usually found on a sticker on the front or side of the machine.
- 5. PRINT you name and address where you want your FREE CAMEL T-SHIRT mailed.
- Sign this survey and write your date of birth on the lines provided.

THANKS AGAIN FOR YOUR ASSISTANCE.

- no cigarette machine at this

☐ Vantage King

☐ Ventage 100's

C) Vantage Menthol

Other Vantage

- C Cemel Lights
- C) Carnel Hard Pack

- - Other Winstone

- ☐ Salem Lights

- □ Cernel Regular

- Winston Lights

- 3 Check here is then

- Cernel Filter

- ☐ Winston King
- ☐ Winston 100's
- ☐ Winston Lights 100's

- Other Salema

For a PREE CAMEL T-SHIRT, bok

- Check here if you purchased and own the digarette machine at this address.
- 3

- ☐ Salem King
- □ Sølem 100's
- ☐ Salem Lights 100's
- D Doral King Other Doral D Now 100's Other Nows D Monarch Full Flavor Other Monarch
- D. Best Value Full Flavor '85
- ☐ Best Value Full Rayor 100 Other Best Value
- Tear off the instruction page. Fold, seal and mail this audit. No stamp is necessary.

If you do not own the oigarette machine at this address, PRINT the name and address of the company who does service the machine.

Name Address

City\_ State \_\_\_ Zip\_

5 Please send my FREE CAMEL T-SHIRT to:

Name

City\_ State\_\_\_ Zp

S

1861

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29

We must have your signature and date of birth.

Date of Birth Signature

(You must be 21 years old or older to receive your CAMEL T-SHIRT)

### Description of Questionnaire/Survey

#### Purpose of Questionnaire/Survey

This questionnaire/survey is mailed to every location claimed on a vendor's list. The individual who completes and returns the questionnaire/survey will receive a gift for participating. The results of these responses are calculated to form the Cigarette Machine Audit Detail Report and Summary which is described in section 4 of this document.

#### Description of Questionnaire/Survey

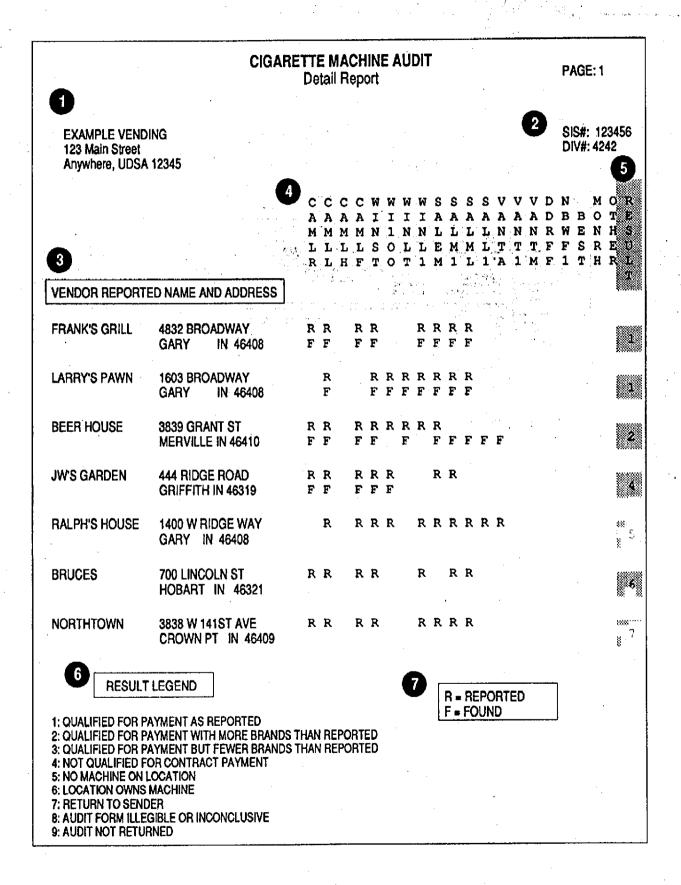
- This is the front side of the questionnaire/survey which indicates that the information should be completed. Note that this questionnaire/survey should be completed, folded and returned for processing in order to receive the gift. No postage is necessary.
- 2 This section provides instructions for completing the questionnaire/survey.
- This is the questionnaire/survey.

NOTE: Item 6 requires a signature and date of birth before the gift can be sent.

## The Audit Reports

	CK	GARETTE MACHII Vendor Summ																
EXAMPLE VENDING 123 Hairi Sired Anyohere, USA 12345	8458: 654321 DIV 8: 4242 8 MACH: 2809	erika Kanada are		Audio i	alled 3/10		ellor	•						٠		-		
		HERLTT SLAWA	Y															
A) The number of B) Audits not se C) The number	sudity redied	V-1	CIGARETTE MACH	INE AU							:	2.						
D) Qualified for p E) Qualified for p F) Qualified for p	EXAMPLE VENDIN 123 Main Street Anymhere, USA 12	DIV 8: 4242	Vendor Sum			 53	1,		Audi	is Mi	Med 1 3/10/	o Loc 10	ello	ML.				٠
G) Not qualified to 10 No mechine of 6 Location owns J) Returned to 84	A) The number of B) Audits not rel C) The number of		СК	BARETI D		IACI Reg		E AU	JDI1	**************************************			•			P	AGE	:1
K) Audio Begite	D) Qualified for pa E) Qualified for pa F) Qualified for pa	EXAMPLE VENC 123 Main Street Anywhere, UDSA																123456 4242
The results of the locations you has L.) The aumber of M) Not qualified N) No machine or O) Locations our P) Returned to si O) Audits Bleable	G) Not qualified to H) No machine or I) Location owns ( J) Returned to Se I() Audits Heightle			. j	A 4 M L L	XX	I N	N N I I I I I I I I I I I I I I I I I I	. I . N . L	L	LI	L	A N T	A H T	A E	) B	B E	
R) Total location S) Adjusted Auc	The results of the locations you han L) The number o	VENDOR REPORT	ED NAME AND ADDRES	§ .	L R	P	. R		R		R P							
Adjusted A	M) Not qualified M M) No machine or O) Locations own P) Returned to se O) Audits Negatie	LARRY'S PAWN	GARY IN 46408 1603 BROADWAY GARY IN 46408	,	R P	. 7		R A		R								
	R) Total location 8) Adjusted Auro	BEER HOUSE	3839 GRANT ST MERVILLE IN 46410	F	R	F		R A				F	F					
	Return to Sender	JWS GARDEN	444 RIDGE ROAD GRIFFITH IN 46319	;	R		R			R	R							
	NOTE: Payment 6 quarterly check.	RALPH'S HOUSE	1400 W RIDGE WAY GARY IN 46408		R	P	R	R	A	R	ŔŖ	R	R					
	T) Correct Audits	BRUCES	700 LINCOLN ST HOBART IN 46321	ŀ	R	P	R		R		R P							
	U) Incorrect Audit V) Audit Base(T W) Accuracy Perc	NORTHTOWN	3838 W 141ST AVE CROWN FT IN 4640		R	P	R		R	R	RR							
	R.M Paymore Accused % 974 1074 974 984 774 984 974 984 4874 984 4874 984	1: QUALFED FOR P 2: QUALFED FOR P 3: QUALFED FOR P	LEGEND  AYMENT AS REPORTED AYMENT WITH MORE BRA	UNDS THA							- F			EO				
		5: NO MACHINE ON 6: LOCATION OWNS 7: RETURN TO SENS	MACHINE DER GBLE OR INCONCLUSIVE				····											

## Cigarette Machine Audit Detail Report



## **Explanation of Cigarette Machine Audit Detail**

#### **Purpose of Report**

This report is issued through SIS once the results of the questionnaire/survey have been calculated. There will be an audit detail report for each vendor, listing the locations the vendor claims, the name and address of the location and the results of the audit. The audit indicates on the top line for each location what brands the vendor reported for the machine at this location (marked with an R) and the second line for each location indicates what brands the location actually found in the machine (marked with an F) based on the questionnaire/survey responses. From this audit detail report, then a summary is calculated for each vendor. The summary report is described on pages 24 and 25.

#### Report Details

- Vendor name and address.
- SIS and Division number of the vendor.
- These are the addresses and locations claimed by the vendor. The "Rs" in the first line indicate what brands the vendor reported for the machine at this location. The "Fs" in the second line indicate what brands the location actually reported as being in the machine.
- RJR brand placement alignment.
- This is the results column. Refer to the Results Legend for interpretation
- Result Legend in numeric order.
  - 1 Qualified for payment as reported
  - 2 Qualified for payment with more brands than reported
  - 3 Qualified for payment but fewer brands than reported
  - 4 Not qualified for contract payment
  - 5 No machine on location
  - 6 Location owns machine
  - 7 Return to sender
  - 8 Audit form illegible or inconclusive
  - 9 Audit not returned
- This legend indicates how the brand was claimed and/or verified.
  - R Brand reported by vendor
  - F Brand found by questionnaire/survey

## **Cigarette Machine Audit Vendor Summary (Valid Audit)**

EXAMPLE VENDING 123 Main Street Anywhere, USA 12345	SIS#: 123456 DIV #: 4242 # MACH: 2899	GARETTE MACHINE AUDIT  Vendor Summary		ed to Locations 10/93	
	RES	ULTS SULMARY			21
A) The number of audits B) Audits not returned C) The number of Audit f	mailedorms returned(D thr	ough K)	2,899 2,076 823	. · · · · · · · · · · · · · · · · · · ·	٠
E) Qualified for payment w	ith more brands than re	eported	.51		
G) Not qualified for contract H) No machine on location I) Location owns machine	d payment	F2-2	.,55 .56	trado de la contrata Social de la companya Katangan de latenga	A. A
K) Audits illegible or incond	evizuk		0		
locations you have droppe	4			<b>6</b>	
L) The number of audit for M) Not qualified for contract N) No machine on location O) Location owns the mac P) Returned to sender O) Audits llegible or incon R) Total locations dropp	orms returned(lir of payment hine	ne C)	0 10 0 63 0		
L) The number of audit for M) Not qualified for contract N) No machine on location O) Location owns the mac P) Returned to sender O) Audits Ilegible or incon R) Total locations dropp S) Adjusted Audits for locations dropp S) Adjusted Audits for locations dropp S) Adjusted Audits for locations dropp S) Return to Sender(J minu NOTE: Payment claimed of	crms returned(liret payment		0 10 0 63 0 		
L) The number of audit for M) Not qualified for contract N) No machine on location O) Location owns the mac P) Returned to sender C) Audits illegible or incon R) Total locations dropp S) Adjusted Audits for locations dropp S: Adjusted Audits for locations of the machine	crms returned(linct payment	Was \$7,500. This amount will be subtracted	0000	RJR Üse Only	18
L) The number of audit for M) Not qualified for contract N) No machine on location O) Location owns the mace P) Returned to sender Q) Audits Regible or incon R) Total locations dropp S) Adjusted Audits for l	crms returned(linet payment	Was \$7,500. This amount will be subtracted	000	RJR Üse Only	1861
L) The number of audit for M) Not qualified for contract N) No machine on location O) Location owns the mac P) Returned to sender Q) Audits Regible or incon R) Total locations dropp S) Adjusted Audits for lo	crms returned(linet payment(linet payment	WINTO SENDER  was \$7,500. This amount will be subtracted  RACY PERCENTAGE	000	RJR Úse Only	51861 6303

## **Explanation of Cigarette Machine Audit Vendor Summary**

#### **Purpose of Report**

This report is issued through SIS once the audit process has been completed. It provides a summary of audit responses, calculates the results and provides an accuracy percentage rating from which the vendor payment amount is derived. Refer to the following report detail for descriptions.

#### Report Detail

- Vendor name and address.
- 2 SIS and Division number for the vendor and the number of the machines claimed by the vendor.
- This is the date the questionnaire/survey was mailed to the locations.
- The information in the Results Summary section indicates the number of audits mailed (line A), the number of audits not returned (line B), and the number of audit forms returned (line C). Lines D through K indicate the number of machines which either qualify or do not qualify for payment based on the stated criteria.
- The information in the Adjusted Audits for Locations Dropped section indicates the results of the audit mailed on the date specified (see 3) when compared with the vendor's location list as specified in the first sentence in section 5 (e.g., 4/25/93). Lines M through Q make adjustments for locations dropped based on the latest location list received from the vendor. Line R provides the total of locations dropped (lines M through Q) since the audit was mailed. Line S must represent 10% of line A in order to have a valid audit. If the audit was not valid, then you will receive a report similar to the one described on pages 26 and 27 of this document. NOTE: If lines M through Q are all zeros, then this may indicate that the vendor has not made an attempt to update the location list.
- The Return to Sender section indicates the number of audits that were marked as undeliverable by the postal service and is calculated for you by an outside auditing company. The dollar amount indicates what is being adjusted on the Pay Register. This amount will automatically be deducted from the total amount claimed by the vendor.
- The Accuracy Percentage section explains how the results of the audit were calculated. Line T is the sum of lines D + E + F. Line U contains the results of the sum of lines G + H + I minus the sum of the results from lines M + N + O. Line V is the sum of lines T + U which establishes the audit base. Line W establishes the accuracy percentage by dividing line T by line V. IMPORTANT: Accuracy percentage will be used as the basis for payment calculations from the "RJR Payment Scale."
- The RJR Use Only section is where you may make adjustments to the information in the Accuracy Percentage section. In situations where the vendor can prove to your satisfaction that some of audits on lines G, H and I were actually correct, then you may use this space to recalculate the accuracy percentage. Additionally, a vendor may claim new placements that were not submitted through the reporting system. Enter the new numbers for lines T through W in this section.
- These are the payment guidelines. After establishing the accuracy percentage, use this scale to determine the vendor's percentage of payment. The scale provides flexibility for vendors scoring 50% or better. Any vendor with an accuracy percentage rating of 49% or less will be paid on the exact percentage amount. This payment scale reflects the percentage of payment the vendor will receive after deducting the return to sender dollar amount.
- In this section, enter the date and your signature. The vendor should sign indicating that they understand the audit process as explained. NOTE: The vendor will be paid on the accuracy percentage calculated regardless of whether or not they sign this audit.

## Cigarette Machine Audit Vendor Summary (Invalid Audit)

	TE MACHINE AUDIT		
EXAMPLE VENDING SIS#: 654321 123 Main Street DIV #: 4242 Anywhere, USA 12345 # MACH: 50		Audits Mailed to Loca 3/10/93	tions
	LTS SUMMARY	50	
A) The number of audits mailed      B) Audits not returned  C) The number of Audit forms returned(D through the control of		46	
D) Qualified for payment as reported  E) Qualified for payment with more brands than reported payment but fewer brands than reported.  E) Qualified for payment but fewer brands than reported.	oned	1	
G) Not qualified for contract payment		0	
J) Returned to Sender		0	
***************************************	FOR LOCATIONS DROPPED		
The results of the audit, mailed 3/10/93, were then of locations you have dropped.  L) The number of audit forms returned(line M) Not qualified for contract payment	C)	0	
P) Returned to senderQ) Audits illegible or inconclusiveR) Total locations dropped(M thru Q)S) Adjusted Audits for locations dropped(L m		0 0 0	
6			
Adjusted Audits (Line S) does not equal a n	ninimum of 10% of the Audits mails	d (Line A).	
	_		
	7 Date		
	RJR Rep		

## **Explanation of Cigarette Machine Audit Vendor Summary**

#### **Purpose of Report**

This report is issued through SIS once the audit process has been completed. It indicates that the results of the audit did not meet RJR criteria for a valid audit and, therefore, the vendor is not eligible to receive payment. This report should be used as a tool to encourage vendor operators to submit an accurate list for quarterly payment. Refer to the following field descriptions.

#### Report Detail

- Vendor name and address.
- 2 SIS and Division number for the vendor and the number of the machines claimed by the vendor.
- This is the date the audit was mailed to the locations.
- The information in the Results Summary section indicates the number of audits mailed (line A), the number of audits not returned (line B), and the number of audit forms returned (line C). Lines D through K indicate the number of machines which either qualify or do not qualify for payment based on the stated criteria.
- The information in the Adjusted Audits for Locations Dropped section indicates the results of the audit mailed on the date specified (see 3) when compared with the vendor's location list as specified in the first sentence in section 5 (e.g., 4/25/93). Lines M through Q make adjustments for locations dropped based on the latest location list received from the vendor. Line R provides the total of locations dropped (lines M through Q) since the audit was mailed. Line S must represent 10% of line A in order to have a valid audit.

NOTE: If lines M through Q are all zeros, then this may indicate that the vendor has not made an attempt to update the location list.

#### **IMPORTANT**

- This statement indicates that line S does not equal 10% of line A and, therefore, the vendor is not eligible to receive payment. If the vendor wants to be reaudited for the pay period in question, they must update their list and contact you. You should then contact Jack Regan at (919) 741-5360 or Frank Vestal (919) 741-7753 and request a reaudit. The vendor will be reaudited at a charge of \$2 per machine for the entire list. You must explain this charge to the vendor. The \$2 per machine charge will be deducted from the Pay Register after a valid audit is received. Your division offices have the responsibility of ensuring that this money is deducted.
  - If the vendor does not wish to incur the \$2 per machine charge, they have the option to wait for the next RJR audit period. If they choose this option, they will not receive payment for the period with an invalid audit. No retroactive payment (for an invalid audit period) will be made once a valid audit is received.
- In this section, enter the date and your signature. The vendor should sign indicating that they understand the audit process as explained.

## Pay Register System

Section will be mailed at a later date.

# A

# Appendix



919-741-5000 Winston-Salem, N.C. 27102

J-24-G

April 26, 1993

TO: OUR VENDING CUSTOMERS

As you know, RJR has historically audited your placement lists once/twice a year through their sales force. During the 1st half of 1993, we will utilize a new method of auditing. Questionnaires will be sent to your locations asking for brand distributions of RJR brands only. This data will be collected and the results will be presented to you by your local RJR representative. This audit will not be used to calculate you 1st half, 1993 payments. This new audit procedure will be repeated in the 2nd half of 1993 and at that time, it will be used to determine your quarterly payment. We are asking you in advance to update the addresses and brand placements for RJR. Please ensure accurate information of the following:

- correct name of the account
- correct street address
- correct zip code
- correct RJR brands in the location

As always, thank you for your support in marketing RJR products.

R. J. REYNOLDS TOBACCO COMPANY